

BRUCE Springsteen

THIS VENUE AGREEMENT made this 14 day of August, 2012.

BETWEEN:

The City of Moncton, a body corporate, duly and regularly incorporated under and by virtue of a special Act of the Legislative Assembly of the Province of New Brunswick, 655 Main Street, City of Moncton, County of Westmorland and Province of New Brunswick,

hereinafter called the "City",

- and -

9139-5442 QUEBEC INC. (Donald K. Donald Live)
having its principal place of business at 5420 St. Laurent, Suite 301,
Montreal (Quebec) H2T 1S1;

- and -

AEG Live Canada Ltd.,
having a place of business at 100 King Street West, 41st Floor, Toronto,
Ontario M5X 1B2

hereinafter collectively called the "Promoters"

IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The parties hereto agree that this agreement is to be and constitutes a lease, and that the laws of the Province of New Brunswick regarding same shall apply to its performance, application and interpretation.

2. The City agrees to permit the use and occupancy of the Magnetic Hill Concert Site, hereinafter called the "Site", [REDACTED] Promoters [REDACTED] for the purpose of presenting a musical concert featuring BRUCE SPRINGSTEEN & THE E STREET BAND and support acts to be determined if applicable (hereinafter referred to as the "Event").

[REDACTED]

4. The City represents and warrants that it is the owner of the Site, controls same and has the legal authority to enter into this Agreement

5. The term of occupancy shall be from 8:00 a.m. on August 20, 2012 to 11:00 p.m. on August 30, 2012, including for load-in, load-out and the Event on August 26, 2012, which shall hereinafter be referred to as the "Term".

6. The Promoters acknowledge and undertake to abide by all federal and provincial laws and all by-laws of the City of Moncton which are in force at the time of the execution of this agreement, or which may be ordained and passed before or during the occupancy.



7. The Promoters will retain and pay all applicable fees, charges or royalties due to the Society of Composers, Authors and Music Publishers of Canada, or any other organization claiming in accordance and under the authority of the Copyright Act, Ch. C-30, RSC, 1070, as amended from time to time, or any other legislation applicable to the performing arts, and shall forward fees, charges or royalties directly to the applicable organization on behalf of the Promoters.

9. The Promoters shall not, at anytime, alter or change, structurally or otherwise, any part of the Site, or any equipment belonging thereto without the written permission of the City, to be given by the City Manager.

11. The Promoters will indemnify and save harmless the City of and from all liabilities, fines, suits, claims, demands or actions of any kind or nature to which the City shall or may become liable for or suffer by reason of any uncured breach, violation or non-performance by the Promoters of any material covenant, term or provision hereof, or by reason of any injury or death resulting from, occasioned to or suffered by any person or persons or any property by reason of any negligence or willful misconduct of the part of the Promoters or any of its agents, employees, guests or invitees such indemnification in respect of any such breach, violation or non-performance, or such damage to property, injury or death occurring during the term of the lease, except to the extent caused by the negligence or willful acts or omissions of the City for which the City similarly indemnifies the Promoters. This indemnity shall survive any termination of this lease, anything in this lease to the contrary notwithstanding.

Conversely, the City shall also indemnify and save harmless the Promoters of and from all liabilities, fines, suits, claims, demands or actions of any kind or nature to which the Promoters shall or may become liable for or suffer by reason of any uncured breach, violation or non-performance by the City of any material covenant, term or provision hereof, or by reason of any injury or death resulting from, occasioned to or suffered by any person or persons or any property by reason of any negligence or willful misconduct of the part of the City or any of its agents, employees, guests or invitees such indemnification in respect of any such breach, violation or non-performance, or such damage to property, injury or death occurring during the term of the lease, except to the extent caused by the negligence or willful acts or omissions of the Promoters for which the Promoters similarly indemnifies the City above. This indemnity shall survive any termination of this lease, anything in this lease to the contrary notwithstanding.

12. The Promoters shall, before occupying the said Magnetic Hill Concert Site, deliver proof of financial responsibility, by filing with the City a standard public liability insurance policy covering the City of Moncton as an additional insured in an amount not less than five million dollars (\$5,000,000), all inclusive limits. The Promoters shall as well provide the City with proof of tenants legal liability coverage to a limit of five million dollars (\$5,000,000). Said coverages shall be obtained from an insurer licensed to do business in Canada and New Brunswick and have an AM Best rating of at least "A". Notwithstanding the foregoing, the Promoters shall be given reasonable opportunity to remedy such breach, violation or non-performance upon written notice by the City.

14. The Promoters agree that the said premises shall be used and occupied only for the purpose of presenting a paid-ticket "outdoor musical concert" including, but not limited to, the operation and exploitation of Food & Beverage and Merchandising concessions and that the Promoters will not carry on or permit to be carried on therein any other performance, attraction, business or calling, without the consent of the City. The Promoters will provide proper identification for the purposes of permitting access to the site of pre-approved City personnel, and as approved by the City.

[REDACTED]

16. If any notice is required to be served by either party to the other to give effect to any provision of this agreement, service shall be effective by registered mail, prepaid, or by fax. The time of the depositing of such notice with the Postmaster at the City of Moncton shall be deemed the effective time of service of such notice.

Any notice required to be served on the City by the Promoters shall be by registered mail, prepaid, or by fax addressed to the City to the attention of:

The City of Moncton

c/o Jacques Dubé, General Manager, Economic Development and Events
655 Main Street
Moncton, N. B. E1C 1E8
Fax No: (506) 853-3589

Any notice required to be served on the Promoters by the City shall be by registered mail, prepaid, addressed to:

9139-5442 Quebec Inc.

Donald K. Donald Events
c/o Andre Hudon
5420 St. Laurent Blvd, Suite 301
Montreal, P.Q. H2T 1S1
Ph. no.: 514-939-3775 x333
Fax no.: 514-939-1691

-and-


AEG Live Canada Ltd.

c/o Debra Rathwell
145 West 45th Street, 9th Floor
New York, NY 10036
Ph. no.: 212-930-5184
Fax no.: 212-930-5390

18. During the occupancy, the Promoters shall, as much as is reasonably possible, keep the said site in a clean condition to be satisfactory to the City, as represented by the General Manager, Economic Development and Events or his designate. Any condition not satisfactory to the City shall be removed immediately by the Promoters upon direction to the Promoters by the said General Manager, Economic Development and Events or his designate.

[REDACTED]

20. The City agrees to provide at its expense reasonable on-Site parking facilities for the Promoters, his employees, agents, customers and invitees as far as practicable. The City makes no representations as to the adequacy, suitability or extent of such parking facilities.



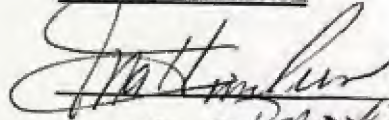

21. The Promoters shall not assign this contract in whole or part without the written consent of the City.
22. At all times any audience capacity limits established by the Office of the Fire Marshall or by the General Manager, Economic Development and Events shall be strictly adhered to. For the purpose of this agreement and the concert event question, it is understood that the site has a pre-approved capacity of a minimum of 100,000 spectators.
23. Excluding cancellations due to force majeure or for reasons beyond the control of the Promoters or the City's breach or default of its obligations under this Agreement, in the event that the Promoters cancel this event the Promoters shall be responsible for all actual and reasonable out-of-pocket costs incurred by the City and pre-approved by the Promoters pertaining to the event as the City's sole remedy. All costs are payable to the City within thirty (30) days after the cancellation. In the event of cancellation due to force majeure or for reasons beyond the control of the Promoters, each party shall bear its own costs and expenses. In the event of cancellation for any reason, the Promoters shall return to the City any advances made to the Promoters under the terms of this Agreement.
24. The Promoters agree that should the City shall be prevented, delayed or restricted in whole or in part in the fulfillment of any obligations under this agreement by reason of strikes or work stoppages, failure of any service or utility whether or not under the City's control, or by reason of any statute, law or regulation preventing, delaying or restricting this fulfillment, or inability to obtain any permission from any governmental or other body having jurisdiction, or any cause ("force majeure") beyond the City's reasonable ability to control, neither party shall have responsibility or liability for any loss or damage sustained by either party by reason thereof.
25. The parties agree that executed copies of this Agreement may be delivered by fax or similar device and that the signatures appearing on the copies so delivered will be as binding as if copies bearing the original signatures had been delivered.

THIS AGREEMENT shall enure to the benefit and the binding upon the Promoters, its heirs, executors, administrators and assigns.

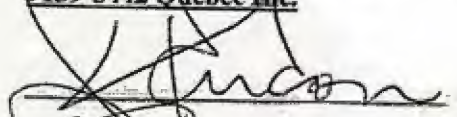
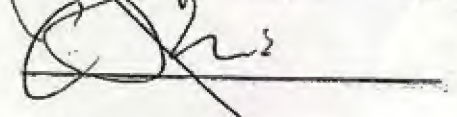
IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by their duly authorized signing officers and their seals affixed, the day and year first herein written.

SIGNED, SEALED AND DELIVERED

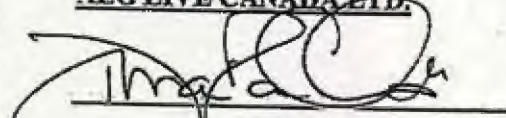
The City of Moncton


Mayor

City Clerk

DONALD K DONALD LIVE
9139-5442 Quebec Inc.

AEG LIVE CANADA LTD.


By: Debra Rothwell, SVP